

EXHIBIT A

**ALL ELITE WRESTLING
INDEPENDENT CONTRACTOR TALENT AGREEMENT**

This Independent Contractor Talent Agreement (this “Agreement”) is made effective as of July 1, 2023 (the “Effective Date”), by and between All Elite Wrestling, LLC, a Delaware limited liability company (“AEW”), and Ian Riccaboni, an individual (“Talent”).

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ALL ELITE WRESTLING, LLC

By: _____



Antony Khan

CEO, General Manager and Head of Creative

Talent



Ian Riccaboni (Jul 10, 2023 14:08 EDT)

Print Name: Ian Riccaboni

EXHIBIT A

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Talent Agreement Ian Riccaboni AEW DRAFT 6232023

Final Audit Report

2023-07-10

Created:	2023-07-10
By:	Autumn Richards (richardsa@nfl.jaguars.com)
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"Talent Agreement Ian Riccaboni AEW DRAFT 6232023" History







-  Document created by Autumn Richards (richardsa@nfl.jaguars.com)
2023-07-10 - 5:53:35 PM GMT
-  Document emailed to ianriccaboni@gmail.com for signature
2023-07-10 - 5:54:14 PM GMT
-  Email viewed by ianriccaboni@gmail.com
2023-07-10 - 5:54:50 PM GMT
-  Signer ianriccaboni@gmail.com entered name at signing as Ian Riccaboni
2023-07-10 - 6:08:49 PM GMT
-  Document e-signed by Ian Riccaboni (ianriccaboni@gmail.com)
Signature Date: 2023-07-10 - 6:08:51 PM GMT - Time Source: server
-  Agreement completed.
2023-07-10 - 6:08:51 PM GMT

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KEVIN FOOTE (aka Kevin Kelly),
Individually and on behalf of all others
similarly situated;

BRANDON TATE, Individually and
on behalf of all others similarly
situated; and

BRENT TATE, Individually and on
behalf of all others similarly situated;

Plaintiffs,

v.

ALL ELITE WRESTLING, LLC;

IAN RICCABONI; and

TONY KHAN;

Defendants.

Civil Action No. 2:24-cv-05351

DECLARATION OF CHRIS HARRINGTON

I, Chris Harrington, declare that I am of full age and that, if called upon to testify under oath, I could and would testify competently to the following:

1. I currently serve in the position of Senior Vice President for Business Strategy for All Elite Wrestling, LLC (“AEW”), and I have been working for a wrestling promotion for 6 years. Prior to that, for 12 years, I was engaged in

wrestling industry-related work as a content creator, which required me to possess significant industry knowledge and be up to date on industry-related trends.

2. I make this declaration based upon my knowledge of AEW's operations, my review of AEW's business records, and my knowledge of standard contract practices within the wrestling industry.

3. AEW is headquartered at EverBank Stadium in Jacksonville, Florida.

4. The following of AEW's business units, which performed functions that were essential to the negotiation, formation, performance, and termination of Plaintiffs' agreements are housed at AEW's headquarters in Jacksonville, Florida: administration, human resources, payroll and finance, and legal.

5. The following individuals, whose positions are housed at AEW's headquarters in Jacksonville, Florida, were involved in the negotiations, formation, and/or termination of Plaintiffs' respective agreements: Antony Khan, Karen Gaskill, Margaret Stalvey, Christopher Peck, Chad Glenn, Erin Foster, Connor Winn, and Sejla Stresser.

6. Negotiations for Plaintiffs' agreements on behalf of AEW primarily took place in Jacksonville, Florida.

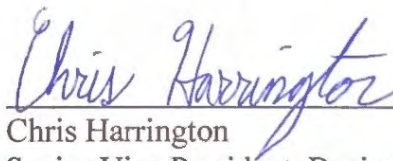
7. AEW drafted, signed, and terminated Plaintiff Foote's agreement primarily in Florida.

8. AEW drafted, signed, and terminated Plaintiffs Brandon and Brent Tate's agreements primarily in Florida.

9. At all times material to this action, none of the individuals or business units involved with Plaintiffs' agreements were housed in Pennsylvania and no action taken by AEW with respect to Plaintiffs or their agreements occurred in Pennsylvania.

10. Based on my extensive knowledge of the wrestling industry, arbitration agreements between wrestling promotions and talent or wrestlers are a standard industry practice.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge. Executed on October 8, 2024.

A handwritten signature in blue ink that reads "Chris Harrington". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Chris Harrington
Senior Vice President, Business Strategy
All Elite Wrestling, LLC

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KEVIN FOOTE (aka Kevin Kelly),
Individually and on behalf of all others
similarly situated;

BRANDON TATE, Individually and
on behalf of all others similarly
situated; and

BRENT TATE, Individually and on
behalf of all others similarly situated;

Plaintiffs,

v.

ALL ELITE WRESTLING, LLC;

IAN RICCABONI; and

TONY KHAN;

Defendants.

Civil Action No. 2:24-cv-05351

DECLARATION OF IAN RICCABONI

I, Ian Riccaboni, declare that I am of full age and that, if called upon to testify under oath, I could and would testify competently to the following:

1. I make this declaration based upon my personal knowledge about my own contract with All Elite Wrestling, LLC (“AEW”), and my knowledge about standard contract clauses in the wrestling industry.

2. I am a career wrestling commentator who has been engaged as contracted talent with 2 different wrestling promotions over a span of 7 years.

3. I entered into my current talent agreement with AEW on July 7, 2023.
See Exhibit A to Motion.

4. During the negotiations of my talent agreement, Christopher Harrington and Christopher Peck were involved on behalf of AEW.

5. Christopher Harrington and Christopher Peck's positions are housed at AEW's headquarters in Jacksonville, Florida.

6. As a wrestling commentator for 11 years who has worked with eight promotions, I am familiar with arbitration agreements like the one contained in Section 16.1 of my agreement because they are an industry-standard practice.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge. Executed on October 8, 2024.



Ian Riccaboni